

# **Department of Workforce Services Refugee Services Office**



**Department of  
Workforce Services**

**Request for Grant Applications (RFGA)**

## **Refugee Capacity Building 2017**

Funding Available for Refugee Organizations  
Serving Refugee Communities

**APPLICATIONS DUE:**

**FRIDAY, OCTOBER 14, 2016 4:00 PM**

**LATE APPLICATIONS ARE NOT ACCEPTED**

# Refugee Capacity Building 2017

Department of Workforce Services- Refugee Services Office  
Request for Grant Applications

APPLICATIONS DUE:

**FRIDAY, OCTOBER 14, 2016 4:00 PM**  
**LATE APPLICATIONS ARE NOT ACCEPTED**

## Table of Contents

Introduction and Grant Objective .....	2
Grant Information .....	3-4
Application Process .....	5
Submission Checklist.....	6

## Forms

Grant Application Cover Sheet.....	7
Grant Application Narrative .....	8-11
Budget Narrative and Itemization Form .....	12-13

## Attachments

Attachment A – Terms and Conditions .....	14-21
Attachment B – Scope of Work.....	22-23
Attachment C – Evaluation Score Sheet.....	24-25
Attachment D – Non-Disclosure Agreement .....	26
Attachment E – Background Check Policy.....	27-29
Attachment F – Code of Conduct.....	30-32
Attachment G – Financial Reporting Requirements .....	33-42

*This grant is funded by the State of Utah General Funds and is administered through the Department of Workforce Services,  
Refugee Services Office.*

# Refugee Capacity Building 2017

Department of Workforce Services- Refugee Services Office  
Request for Grant Applications

APPLICATIONS DUE:

**FRIDAY, OCTOBER 14, 2016 4:00 PM**  
**LATE APPLICATIONS ARE NOT ACCEPTED**

## Introduction

The Department of Workforce Services (DWS) will fund up to twenty (20) grants, four (4) months in length with the possibility of one (1) four (4) month extension to Refugee Community Based Organizations (RCBO) to assist refugee communities with integration and self-sufficiency. Organizations can also choose to apply for an eight (8) month grant. This request for grant applications is funded by the State of Utah General Funds and is administered through the Department of Workforce Services, Refugee Services Office.

## Objective

DWS is requesting grant applications from refugee-led organizations to provide programming focused on assisting refugees with integration and self-sufficiency.

Applicants can apply to provide a program service that will positively impact the lives of refugees. Program services should be developed based on the needs of the refugee community and with a goal of improving refugee self-sufficiency and integration. Awarded programs will be categorized by DWS into the following categories for outcome and support purposes: community or family support, economic stability, housing education, education and training or mental and physical health.

Only one program can be proposed on an application. **Applicants may submit up to three (3) applications.** Separate applications are required for each program. Applications covering multiple programs will not be accepted.

Selected applicants will be expected to work closely with DWS, refugee communities, and general service providers to develop refugees' capacity to navigate the community and services needed for self-sufficiency and integration.

# GRANT INFORMATION

## Minimum Requirements

1. The applicant must be a refugee-led organization with an Employer's Identification Number (EIN) that must be included on the application form.
2. The leadership of the refugee-led organization must be comprised of at least 75% refugees.
3. **The applicant must ensure that all refugee populations are being included in the programming. No refugee population, community or individual may be excluded. However, programming may specifically target women, youth, elderly, or other segments of the population.**
4. The applicant must be incorporated and its business registration must be up-to-date.
5. The applicant must have a charitable organization permit that is up-to-date.
6. See *Attachment B - Scope of Work* for detailed requirements.

## Who May Apply

1. Applicants who meet the criteria stated in the "Minimum Requirements" above.
2. Applications may be submitted to:
  - A. Start a new program
  - B. Continue an existing program
3. A maximum of three (3) applications will be accepted during the grant period (November 1, 2016 to February 28, 2017).
4. Collaboration between multiple organization/s is encouraged; however subcontracting under this agreement will not be allowed.
5. Applicants that have received funding or that currently receive funding from DWS must be in good standing with DWS to be considered for the grant.

## Funding and Period of Performance

1. Organizations may select only **ONE** funding option:
  - ☐ **Option One:**
    - i. Program funding from November 1, 2016 – June 30, 2017
    - ii. Maximum award amount \$15,000
  - ☐ **Option Two:**
    - i. Program funding from November 1, 2016 – February 28, 2017 with an **OPTION** to renew until June 30, 2017 for successful programs.
      1. \$5,000 maximum award per project
      2. Up to three projects may apply for funding (separate application is required for each project).
2. An organization may not receive more than one (1) \$15,000 award or three (3) \$5,000 awards during the grant period.
3. DWS may elect to end the contract at any time based on funding, non-compliance and/or grantee performance.
4. Grant funds may not be used to supplant existing funds.
5. Funds must be utilized by the end of the grant period.
6. **DWS reserves the right to award partial grants.**

7. Grants will be awarded based on demonstrated needs, quality of the program and population served.
8. Funding will be distributed in two allotments during each grant period. Receipts will be required.

## **Evaluation and Award**

1. Grants will be evaluated using a competitive process, based on the demonstrated need of the community served and the quality of proposed program. Applications are scored related to the quality of the proposal.
2. Applicants must be available for questions or clarification during the grant review period.
3. Applications may score a maximum of 99 points. Applications scoring below 50 points will not be considered.
4. DWS reserves the right to reject any and all applications or withdraw this offer at any time. Awards will be made to the responsible applicant(s) whose application is determined to best meet the objectives of DWS, taking into consideration all factors set forth in this RFGA.
5. Successful grant applications will be open to public inspection after grant award under the guidelines of the Government Records Access and Management Act (GRAMA). The entire application will be open unless applicant requests in writing that trade secrets/proprietary data be protected. This "Claim of Business Confidentiality" must accompany the grant application.

## **Application Requirements**

1. The applicant must provide a single point of contact with whom the Refugee Services Office will communicate.
2. The applicant must scan and attach a copy of the business license for the specific county(s) or city(s) of operation or a Charitable Permit for the State of Utah and a 501(c)(3) letter, if operating as a non-profit.
3. The applicant must provide a completed application. Incomplete or late applications will not be considered.

## **Expected Measurements and Outcomes**

1. Programs must track data to demonstrate outcomes of funded services. Data may consist of, but is not limited to the following:
  - a. Assessments and Results
  - b. Participants Served
  - c. Program and Service specific outcome measures as negotiated after contract award
2. Programs must provide a summary report of the program no later than one month following program completion and/or renewal.
3. Specific reporting instructions and assistance will be provided after awards have been made.

## **Pre-Application Conference**

The Refugee Services Office will hold pre-application conferences prior to the grant application deadline.

The Pre-Application conferences will be held:

**Thursday, September 22, 2016 6:00 – 8:00 PM and Saturday, September 24, 2016 1:00 – 3:00 PM**

**Refugee Education and Training Center, Salt Lake Community College  
Conference Room #133  
250 West 3900 South, Salt Lake City, UT 84107**

# APPLICATION PROCESS

## Questions

Questions requesting clarification or interpretation of any section of this RFGA should be submitted in writing on or before Monday, October 10, 2016. Written responses will be posted by Tuesday, October 4, 2016, on the DWS website at <http://jobs.utah.gov/edo/rfp.html> for all prospective applicants to view.

Direct questions to the following:

- Contract and Budget Manager: Mollie Murphy Dale, [mmurphydale@utah.gov](mailto:mmurphydale@utah.gov), 385-212-4170
- Contract Analyst: Callie Lewis, [callielewis@utah.gov](mailto:callielewis@utah.gov), 801-997-0912

## Timeline

**Award effective date: November 1, 2016 to February 28, 2017 grant period.**

- **Pre-Application Conference: September 22 and September 24, 2016.**
- **Application Submission Deadline: 4:00 PM, Friday, October 14, 2016:** Applications must be received no later than 4:00 PM. Applications received after 4:00 PM will not be accepted. Incomplete applications will not be accepted.
- **Grant Award Date:** The announcement of grant awards will be made on October 18, 2016.

## Application Procedure

1. Applicant must use the forms found at <https://jobs.utah.gov/edo/rfp.html> to submit the application. Applicant must bear the cost of preparing and submitting application. Application must be formatted as outlined so the grant evaluation committee can rate it for completeness and responsiveness. **Failure to comply with any part of the RFGA will result in disqualification of the application.**
2. **Application forms must be typed.** The forms are created as save-able documents. Forms can be found at <https://jobs.utah.gov/edo/rfp.html>. The PDF forms need to be submitted by email in the original format, not scanned.
3. Application Cover Sheet must be the first page of the application.
4. Applicants must **submit one copy via email**, with all PDF forms in the original format (without the final signature) and all attachments to [mmurphydale@utah.gov](mailto:mmurphydale@utah.gov).
5. Do NOT include additional information such as personalized cover sheets, table of contents, pamphlets, public relations information, or addenda. All additional information will be discarded prior to scoring.

# SUBMISSION CHECKLIST

- ☐ **Submit** forms in the original PDF format (pre-signature) and attachments, **by email** to mmurphydale@utah.gov.

**Each copy of the application must include the following in order:**

Application forms are available at: <https://jobs.utah.gov/edo/rfp.html>

- ☐ **Grant Application Cover Sheet**
- ☐ **Grant Application Narrative** - Narrative responses are limited to the space provided. Additional narrative attachments will not be accepted.
- ☐ **Attachments**
  - **Copy of 501(c)(3) Letter**- If applicable.
  - **Copy of Charitable Permit** – If applicable.
  - **Copy of EIN** – If applicable.

**APPLICATIONS DUE:**

**FRIDAY, OCTOBER 14, 2016 4:00 PM**

**LATE APPLICATIONS ARE NOT ACCEPTED**

**Send applications to:**

**Email copy (required):**

mmurphydale@utah.gov

PAPER COPIES ARE NOT ACCEPTED

## Department of Workforce Services – Refugee Capacity Building 2017 Grant Application Cover Sheet

### ORGANIZATION

Organization Name : \_\_\_\_\_

EIN #: \_\_\_\_\_

This organization is doing business as:

- ☐ EIN
- ☐ Charitable Permit
- ☐ Non-Profit Organization (attach 501(c)(3) letter and charitable permit)

Select **ONE** funding option:

☐ **Option One:**

- i. Program funding from November 1, 2016 – June 30, 2017
- ii. Maximum award amount \$15,000

☐ **Option Two:**

- i. Program funding from November 1, 2016 – February 28, 2017 with an OPTION to renew until June 30, 2017 for successful programs.
  - 1. \$5,000 maximum award per project
  - 2. Up to three projects may apply for funding (separate application is required for each project).

Total Grant Funds Requested: \$\_\_\_\_\_ (One application per project)

### PERSON AUTHORIZED TO SIGN A GRANT APPLICATION AND AWARDED CONTRACT

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**By signing I certify that all information provided in this grant application is complete and accurate.**

### PROGRAM CONTACT (IF DIFFERENT FROM ABOVE)

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

## Program Information

**The program is (please check ONE):**

- ☐ A new program
- ☐ A continuing program



# Department of Workforce Services – Refugee Capacity Building 2017 Grant Application Narrative

**Directions:** **One program per application.** Use separate application and budget for up to 3 programs.

## 1. PROGRAM OVERVIEW

Provide a program description. What is the program? Why is it needed in the community?  
Where will the program take place?

## 2. PROGRAM SERVICES and DETAIL

How will the program improve the lives of the participants? What will participants learn from the program?

**3. PROGRAM TIMELINE**

Describe how the program will be implemented on a month to month basis, please include planning time.

Month	Describe major activities to be conducted this month.	Estimated Expense
November 2016		
December 2016		
January 2017		
February 2017		
March 2017		
April 2017		
May 2017		
June 2017		

**4. TARGET COMMUNITY**

Describe who the program will serve (women, youth, elderly, etc.)? How many people will be served? Explain how the community will learn about and attend the program.

**5. OUTCOMES and EVALUATION**

Describe the outcomes of the program: What are the outcomes, how will you measure them? Explain how community feedback will be used to improve the program.

**6. LEADERS**

List information for people who are responsible for running the program.

Name	Phone Number	Email Address

**APPLICATION ATTACHMENTS**

- I. **Copy of 501(c)(3) Letter-** If applicable.
- II. **Copy of Charitable Permit** – If applicable.
- III. **Copy of EIN** – If applicable.

Department of Workforce Services - Refugee Capacity Building		
November 1, 2016 - February 28, 2017 OR November 1, 2016 - June 30, 2017		
Budget Detail and Narrative Form		
<b>Organization Name:</b>		
<b>Category I:</b> <b>Administrative Expenses</b> <small>Note: Total Administrative costs (direct and indirect) must not exceed 10% of the total.</small>	<b>Describe below how funds will be used.</b>	<b>Grant Funds Requested</b>
1. Salaries		
2. Fringe Benefits		
3. Travel/Transportation		
4. Space Costs		
5. Utilities		
6. Communications (printing, copying, phone, postage)		
7. Equipment/Furniture		
8. Supplies/Maintenance		
9. Miscellaneous		
10. Indirect Costs		
11. Conferences/Workshops (training)		
12. Insurance		
13. Professional Fees/Contract Services		
<b>Total Category I Administrative Expenses</b>		\$0

<b>Category II Program Expenses</b>	<b>Describe below how funds will be used.</b>	
1. Salaries, Stipend, Honorarium		
2. Fringe Benefits		
3. Travel/Transportation		
4. Space Costs		
5. Utilities		
6. Communications (printing, copying, phone, postage)		
7. Equipment/Furniture		
8. Supplies		
9. Miscellaneous		
10. Conferences/Workshops (training)		
11. Insurance		
12. Professional Fees/Contract Services		
<b>Total Category II Program Expenses</b>		\$0
<b>Total Expenses Category I and II</b>		\$0

**ATTACHMENT A**  
**Department of Workforce Services**  
**Grant Terms and Conditions**

*For funding subject to the federal reporting requirements in place after December 26, 2014*

1. **GRANT JURISDICTION:** The laws of the State of Utah shall govern the provisions of this Grant.
2. **CONFLICT OF INTEREST:** GRANTEE certifies, through the execution of the Grant, that no person in its and DWS's employment, directly or through subcontract, will receive any private financial interest, direct or indirect, in the Grant. GRANTEE will not hire or subcontract with any person having such conflicting interest(s).
3. **RECORDS ADMINISTRATION:** GRANTEE shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to GRANTEE for costs authorized by this Grant. These records shall be retained by GRANTEE for at least six years after the Grant terminates or until all audits initiated within the six years have been completed, whichever is later. GRANTEE shall maintain books, records, documents, and other evidence. The GRANTEE agrees to allow State and Federal auditors, and State Agency Staff access to all the records to this agreement for audit, inspection and monitoring of services. Such access shall be during normal business hours or by appointment.
4. **IMPOSITION OF FEES:** GRANTEE will not impose any fees upon clients provided services under this Grant except as authorized by DWS.
5. **HUMAN-SUBJECTS RESEARCH:** GRANTEE shall not conduct research involving employees of DWS or individuals receiving services (whether direct or contracted) from DWS.
6. **GRANTEE ASSIGNMENT AND SUBGRANTEES/SUBCONTRACTORS:**
  - a. Assignment: Notwithstanding DWS's right to assign the rights or duties hereunder, GRANTEE agrees and understands that this Grant is based on the reputation of GRANTEE, and this Grant may not be assigned by GRANTEE without the written consent of DWS. Any assignment by GRANTEE without DWS's written consent shall be wholly void.
  - b. Subgrantees/Subcontractors: As used in this Grant, the term "subgrantee" or "subcontractor" means an individual or entity that has entered into an agreement with the original GRANTEE to perform services or provide goods which the original GRANTEE is responsible for under the terms of this Grant. Additionally, the term "subgrantee" or "subcontractor" also refers to individuals or entities that have entered into agreements with any subgrantee if: (1) those individuals or entities have agreed to perform all or most of the subgrantee's duties under this Grant; or (2) federal law requires this Grant to apply to such individuals or entities. If GRANTEE enters into subcontracts the following provisions apply:
    - i. Duties of Subgrantee: Regardless of whether a particular provision in this Grant mentions subgrantees, a subgrantee must comply with all provisions of this Grant including, but not limited to, the state procurement requirements, insurance requirements and the fiscal and program requirements. GRANTEE retains full responsibility for the Grant compliance whether the services are provided directly or by a subgrantee.
    - ii. Provisions Required in Subcontracts: If GRANTEE enters into any subcontracts with other individuals or entities and pays those individuals or entities for such goods or services with federal or state funds, GRANTEE must include provisions in its subcontracts regarding the federal and state laws identified in this Grant, if applicable ("Grantee's Compliance with Applicable Laws; Cost Accounting Principles and Financial Reports"), as well as other laws and grant provisions identified in 45 C.F.R. §92.36(i).
7. **MONITORING:**
  - a. DWS shall have the right to monitor GRANTEE'S performance under this Grant. Monitoring of GRANTEE'S performance shall be at the complete discretion of DWS which will include but is not limited to the GRANTEE'S fiscal operations, and the terms, conditions, attachments, scope of work, and performance requirements of this Agreement. Monitoring may include both announced and unannounced visits. Monitoring will take place during normal business hours.
  - b. If it is discovered through monitoring that the Grantee is in default (not in compliance with the grant agreement), the Grantee may be subject to sanctions which may include warnings, audits, temporary suspension of payments, termination, demand for the return of funds and or suspension/debarment from participation in future DWS grants and contracts. Default may also result in the cancellation of other agreements between the Grantee and DWS.

- c. Client or Grantee Staff Satisfaction Surveys: GRANTEE understands that DWS is committed to providing customer-oriented services, and that DWS often conducts customer-satisfaction surveys as a part of monitoring. GRANTEE agrees to cooperate with all DWS-initiated customer feedback.
8. **NOTIFICATION OF THE INTERNAL REVENUE SERVICE**: It is DWS's policy to notify the Internal Revenue Service of any violations of IRS regulations uncovered as a result of its dealings with providers.
9. **GRANT RENEWAL**: Renewal of Grant will be solely at the discretion of DWS.
10. **RENEGOTIATION OR MODIFICATIONS**: This Grant may be amended, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original signed copy of the Grant.
11. **GRANT TERMINATION**:
- a. **Termination for Cause**: This Agreement may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the Agreement may be terminated for cause. DWS will give the GRANTEE only one opportunity to correct and cease the violations.
  - b. **Immediate Termination**: If GRANTEE creates or is likely to create a risk of harm to the clients served under this Agreement, or if any other provision of this Agreement (including any provision in the attachments) allows DWS to terminate the Agreement immediately for a violation of that provision, DWS may terminate this Agreement immediately by notifying GRANTEE in writing. DWS may also terminate this Agreement immediately for fraud, misrepresentation, misappropriation, and/or mismanagement as determined by DWS.
  - c. **No-Cause Termination**: This Agreement may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. Upon termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
  - d. **Fund-Out Termination**: GRANTEE acknowledges that DWS cannot contract for the payment of funds not yet provided by the Federal Government or appropriated by the Utah State Legislature and DWS cannot guarantee funding under this Agreement since it may be altered by an act of the Federal Government or the Utah State Legislature occurring before the expiration of this Agreement. Therefore, in the event that DWS fails to receive appropriations then DWS may, by giving at least 30 days advance written notice, terminate this Agreement. DWS will reimburse GRANTEE for services performed up through the date of cancellation.
  - e. **Attorneys' Fees and Costs**: If either party seeks to enforce this Agreement upon a breach by the other party, or if one party seeks to defend itself against liability arising from the negligence of the other party, the prevailing party shall receive from the unsuccessful party all court costs and its reasonable attorneys' fees, regardless of whether such fees are incurred in connection with litigation.
  - f. **Remedies for Grantee's Violation**:
    - i. In the event this Agreement is terminated as a result of a default by GRANTEE, DWS may procure or otherwise obtain, upon such terms and conditions as DWS deems appropriate, services similar to those terminated, and GRANTEE shall be liable to DWS for any damages arising there from, including attorneys' fees and excess costs incurred by DWS in obtaining similar services.
    - ii. GRANTEE acknowledges that if GRANTEE violates the terms of this Agreement, DWS is entitled to avail itself of all available legal, equitable and statutory remedies including, but not limited to, money damages, injunctive relief and debarment as allowed by state and federal law.
12. **CITING DWS IN ADVERTISING**: Grantee agrees to give credit to DWS for funding in all written and verbal advertising or discussion of this program such as brochures, flyers, informational materials, talk shows, etc. All formal advertising or public information programs will be coordinated with the Public Information Officer for DWS.
13. **DRUG-FREE WORKPLACE**: GRANTEE agrees to abide by DWS's drug-free workplace policies while performing services under this Agreement.
14. **BILLINGS AND PAYMENTS**: Payments to Grantee will be made by DWS upon receipt of itemized billing for authorized service(s) provided and supported by information contained in reimbursement forms supplied by DWS. Billings and claims for services must be received within thirty (30) days after the last date of service for the period billed including the final billing, which must be submitted within thirty (30) days after Agreement termination or they may be delayed or denied. DWS must receive billing for services for the month of June no later than July 15<sup>th</sup>, due to DWS's fiscal year end. Billings submitted after this date may be denied.
- DWS will not allow claims for services furnished by GRANTEE, which are not specifically authorized by this Grant.
15. **PAYMENT WITHHOLDING**: GRANTEE agrees that the reporting and record keeping requirements specified in this Grant are a material element of performance and that if, in the opinion of DWS, GRANTEE'S record keeping practices and/or reporting to DWS are not conducted in a timely and satisfactory manner, DWS may withhold part or



all payments under this or any other Grant until such deficiencies have been remedied. In the event of the payment(s) being withheld, DWS agrees to notify GRANTEE of the deficiencies that must be corrected in order to bring about the release of withheld payment.

16. **OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES:** GRANTEE agrees that if during or subsequent to the Grant CPA audit or DWS determines that payments were incorrectly reported or paid, DWS may amend the Grant and adjust the payments. In Grants, which include a budget, GRANTEE expenditures to be eligible for reimbursement must be adequately documented. GRANTEE will, upon written request, immediately refund any overpayments determined by audit and for which payment has been made to GRANTEE, to DWS. GRANTEE further agrees that DWS shall have the right to withhold any or all subsequent payments under this or other Agreements with GRANTEE until recoupment of overpayment is made.
17. **REDUCTION OF FUNDS:** The maximum amount authorized by this Grant shall be reduced or Grant terminated if required by federal/state law, regulation, or action or if there is significant under-utilization of funds, provided GRANTEE shall be reimbursed for all services performed in accordance with this Grant prior to date of reduction or termination. If funds are reduced, there will be a comparable reduction in the amount of services to be given by GRANTEE. DWS will give GRANTEE thirty (30) days notice of reduction.
18. **PRICE REDUCTION FOR INCORRECT PRICING DATA:** If any price, including profit or fee, negotiated in connection with this Grant, or any cost reimbursable under this Grant was increased by any significant sum because GRANTEE furnished cost or pricing data (e.g., salary schedules, reports of prior period costs, etc.) which was not accurate, complete and current, the price or cost shall be reduced accordingly. The Grant may be modified in writing as necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action DWS may take in reference to such price reduction shall be independent of, and not be prejudicial to, DWS's right to terminate this Grant.
19. **LICENSING AND STANDARD COMPLIANCE:** By signing this Grant, GRANTEE acknowledges that it currently meets all applicable licensing or other standards required by federal and state laws or regulations and ordinances of the city/county in which services and/or care is provided and will continue to comply with such licensing or other applicable standards and ordinances for the duration of this Grant period. Failure to secure or maintain a license shall support a basis for cancellation of this Grant.

For GRANTEES receiving any Federal funds: By signing this Grant, GRANTEE certifies it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal programs or activities. See the provisions on government-wide suspension and debarment in 2 CFR §200.205(d), Appendix II to Part 200 - Paragraph (H), and 2 CFR part 180 which implements Executive Orders 12549 and 12689 for further clarification.

GRANTEE acknowledges that it is responsible for familiarizing itself with these laws and regulations, and complying with all of them.

## **20. COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS:**

- a. GRANTEE is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. If GRANTEE is receiving federal funds under this Contract the following federal laws may apply: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders. GRANTEE shall comply with these laws and regulations to the extent they apply to the subject matter of this Contract.
- b. Equal Opportunity: Section 188 of the Workforce Investment Act of 1998 (WIA) prohibits discrimination against all individuals in the United States on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship or participation in any WIA Title I-financially assisted program or activity. Prohibitions against discrimination are made on the basis of the following:
  - i. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin, which includes discrimination affecting persons with limited English proficiency;
  - ii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
  - iii. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
  - iv. And Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.

- c. If applicable, GRANTEE will provide an explanation of the client's rights and protections under 29 CFR Part 37. GRANTEE will also provide a copy of DWS's Equal Opportunity Notice (English or Spanish version, DWS 09-15E-0900NCR or 09-15S-0201 respectively) to the client and maintain a copy in the client file.
- d. If GRANTEE is a Non-Profit Organization, GRANTEE is required to comply with Utah Code: 51-2a-201.5: Accounting reports required – Reporting to state auditor. Not later than May 31<sup>st</sup> of each year, the Non Profit GRANTEE will disclose to DWS, in writing, whether: (i) the nonprofit corporation met or exceeded the dollar amounts listed in Utah Code: 51-2a-201.5, Subsection (2) in the previous fiscal year of the nonprofit corporation; and whether (ii) the nonprofit corporation anticipates meeting or exceeding the dollar amounts listed in Utah Code: 51-2a-201.5, Subsection (2) in the fiscal year the money is disbursed.
21. **CODE OF CONDUCT** (attached if applicable): GRANTEE agrees to follow and enforce DWS's Code of Conduct, Utah Administrative Code, R982-601-101 et seq. GRANTEE agrees that each of its employees or volunteers will receive a copy of the Code of Conduct. A signed statement by each employee or volunteer to this effect must be in employee's/volunteer's file subject to inspection and review by DWS monitors.
22. **SEPARABILITY**: A declaration by any court or other binding legal source that any provision of this agreement is illegal and void shall not affect the legality and enforceability of any other provisions of this agreement unless said provisions are mutually dependent.
23. **INDEMNITY**:
- **IF THE GRANTEE IS A GOVERNMENTAL AGENCY**: Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
  - **IF THE GRANTEE IS A NON-GOVERNMENTAL ENTITY**: The GRANTEE agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Agreement which are caused in whole or in part by the negligence of the Grantees officers, agents, volunteers, employees, sub-grantees, or sub-contractors, but not for claims arising from the State's sole negligence.
24. **FINANCIAL/COST ACCOUNTING SYSTEM**: GRANTEE agrees to maintain a financial and cost accounting system in accordance with the Generally Accepted Accounting Principles ("GAAP"), issued by the American Institute of Certified Public Accountants; or the "Governmental GASB," issued by the United States Governmental Accounting Standards Board. An entity's accounting basis determines when transactions and economic events are reflected in its financial statements. An entity may record its accounting transactions and events on a cash basis, accrual basis, or modified accrual basis. According to GAAP and Governmental GAAP, the cash method of accounting is not appropriate for governmental entities; the accrual basis and modified accrual basis of accounting are the preferred methods. The GRANTEE further agrees that all program expenditures and revenues shall be supported by reasonable documentation (vouchers, invoices, receipts, etc.), which shall be stored and filed in a systematic and consistent manner. The GRANTEE further agrees to retain and make available to independent auditors, State and Federal auditors, and program and Grant reviewers all accounting records and supporting documentation for a minimum of six (6) years after the expiration of this Grant. The GRANTEE further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Grant, it is subject to an assessment for over-payment.
25. **GRIEVANCE PROCEDURE**: The GRANTEE agrees to establish a system which recipients of services provided under this Grant may present grievances about the operation of the program as it pertains to and affects said recipient. The GRANTEE will advise recipients of their right to present grievances concerning denial or exclusion from the program, or operation of the program, and of their right to a review of the instance by DWS. The GRANTEE will advise applicants in writing of rights and procedures to appeal. In the event of a grievance, the GRANTEE will notify DWS of the grievance and its disposition of the matter. If no resolution is reached with the GRANTEE, the grievance will be forwarded to DWS for processing through DWS's Administrative Process.
26. **PROTECTION AND USE OF CLIENT RECORDS**: The use or disclosure by any party of any information concerning a client for any purpose not directly connected with the administration of DWS's or the GRANTEE'S responsibilities with respect to this Agreement is prohibited except on written consent of the client, their attorney, or responsible parent or guardian. The GRANTEE will be required to sign DWS's disclosure statement.
27. **DWS COST PRINCIPLES FOR COST REIMBURSEMENT CONTRACTS**:

- a. Federal cost principles determine allowable costs in DWS Grants. They can be found in publications by the Federal Office of Management and Budgets (“OMB”). GRANTEE may locate the Federal Cost Principles applicable to its organization by searching the appropriate federal government websites.
- b. Compliance with Federal Cost Principles: For GRANTEE'S convenience, DWS provides Table 1 below, “Cost Principles,” as a reference guide to the applicable cost principles. However, the information in this table is not exhaustive, and GRANTEE understands that it is obligated to seek independent legal and/or accounting advice. As shown in Table 1, “Cost Principles,” the principles applicable to a particular GRANTEE depend upon GRANTEE'S legal status.

**Table 1: Cost Principles**

<b>Grantee</b>	<b>Federal Cost Principles</b>
State/Local/Indian Tribal Governments	2 CFR 200 Subpart E
College or University	
Non-Profit Organization	
For-Profit Entity	48 CFR Part 31.2

- c. Compensation for Personal Services - Additional Cost Principles:  
In addition to the cost principles in the Federal circulars concerning compensation for personal services, the following cost principles also apply:
  - i. The portion of time a person devotes to a program should be disclosed in the budget as a percent of 40 hours per week.
  - ii. Employees who are compensated from one or more Grants, or from programmatic functions must maintain time reports, which reflect the distribution of their activities.
  - iii. For persons occupying any managerial position (administration or program management), total work time from all work, including outside employment and participation in other entities, must be disclosed. If total work time exceeds 40 hours and the GRANTEE wants reimbursement for the time devoted to DWS programs over 40 hours, the following two conditions must be met: 1)a perpetual time record must be maintained and 2) prior written approval must be obtained from DWS's Finance-Contracting Division
  - iv. Compensation for Personal Expenses: DWS will not reimburse GRANTEE for personal expenses. For example, spouse travel when the travel costs of the spouse is unrelated to the business activity, telecommunications and cell phones for personal uses, undocumented car allowances, payments for both actual costs of meals and payments for per diem on the same day, and business lunches (not connected with training).
- d. Third-Party Reimbursement and Program Income: The GRANTEE is required to pursue reimbursement from all other sources of funding available for services performed under this Grant. Other sources of funding include, but are not limited to, third-party reimbursements and program income. In no instance shall any combination of other sources of funding and billings to DWS be greater than “necessary and reasonable costs to perform the services” as supported by audited financial records. Collections over and above audited costs shall be refunded to DWS.

**28. ADMINISTRATIVE EXPENDITURES:** If allowed by the budget terms of this Agreement, DWS will reimburse administrative expenditures as follows: administrative costs (both direct and indirect) cannot exceed 10% of the total budget. GRANTEES with approved indirect cost rates must provide DWS with their approval letter from the federal cognizant agency. GRANTEES without a federally approved indirect cost rate are limited to an indirect cost rate of 10%.

**29. CHANGES IN BUDGET (Cost Reimbursement Grants Only):** The budget attached hereto shall be the basis for payment. The GRANTEE may not make any adjustment in budgeted funds from Category III, “Program Expenses” to either Category I, “Administration” or Category II, “Capital Expenditures” or between Categories I and II, without prior written approval by DWS. Expenditures in excess of those budgeted in either Category I or II may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to DWS. The GRANTEE may, however, shift between either Category I or II to Category III without prior approval. Expenditures in excess of those budgeted in Category III will not normally result in questioned costs unless restrictions have been placed on subcategories within this major category. When the Grant restricts expenditures within defined subcategories, any unapproved excess will be considered a questioned cost.

30. **RELATED PARTIES:** The GRANTEE shall not make payments to related parties in any category of Administration, Capital Expenditures, or Program Expenses without the prior written consent of DWS. Payments to related parties may include, but are not limited to: salaries, wages, compensation under employment or service Grants, or payments under purchase, lease, or rental Grants. Payments made by the GRANTEE to related parties without such prior written consent may be disallowed and may result in an overpayment assessment. For the purpose of defining payments to related parties under a grant, the GRANTEE shall be defined to include all owners, partners, directors, and officers of the GRANTEE or others with authority to establish policies and make decisions for the GRANTEE.

Persons and/or organizations shall be considered related parties when any of the following conditions exist:

A person and/or organization with directors, officers, or others with the authority to establish policies and to make decisions for the organization who is/are related to GRANTEE through blood or marriage, as defined by U.C.A., Section 52-3-1(1)(d) as father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in law, or daughter-in-law.

An organization has in common with the GRANTEE either: a) owners or partners who directly or indirectly own ten percent (10%) or more of the voting interest of the organization; and/or b) directors, officers or others with authority to establish policies and make decisions for the organization.

The GRANTEE is obligated to notify DWS of any contemplated or actual related party payment prior to making a purchase. Upon notification of related party payment, DWS may, at its discretion, require that the GRANTEE undertake competitive bidding for the goods or services, require satisfactory cost justification prior to payment, or take other steps that may be necessary to assure that the goods or services provided afford DWS a satisfactory level of quality and cost. Any related-party payments contemplated under this Grant must be disclosed on a written statement to DWS which shall include. :

- a. The name of the GRANTEE'S representative who is related to the party to whom the GRANTEE seeks to make payments;
- b. the name of the other related party;
- c. the relationship between the individuals identified in "a" and "b" above;
- d. a description of the transaction in question and the dollar amount involved (if any);
- e. the decision-making authority of the GRANTEE'S representative and the party identified in "b" above, with respect to the applicable transaction;
- f. the potential effect of the payment to a related party on this Grant; and
- g. the measures taken by the GRANTEE to protect DWS from potentially adverse effects resulting from the identified parties' relationship.

31. **NON-FEDERAL MATCH:** For those Grants requiring a non-federal match, said match shall be:

- a. Expenses which are reasonable and necessary for proper and efficient accomplishment of the contracted program objectives.
- b. Allowable under applicable cost principles.
- c. Not paid by the Federal Government under another award except where authorized by Federal statute.
- d. In accordance with the appropriate Federal grant being matched.
- e. Invoices submitted to DWS should detail the total cost of the Grant program expenditures and should distinguish between which expenditures are match and which are requested for reimbursement.

32. **REQUIRED INSURANCE:**

*Governmental entities are not required to provide certificates of insurance, "additional insured" endorsements or evidence of continued coverage.*

- a. *General Liability Insurance and/or Comprehensive General Liability Insurance:* To protect against liability, loss and/or expense in connection with GRANTEE'S performance described under this contract, GRANTEE shall obtain and maintain in force during the entire period of this contract without interruption, at its own expense, insurance from an insurance company authorized to do business in the State. GRANTEE'S must maintain General Liability Insurance and/or Comprehensive General Liability Insurance, including coverage for premises/operations, explosion, collapse and underground hazards, products/completed operations, contractual (including this contract), and personal injury, including employees with policy limits not less than one million dollars (\$1,000,000.00) each occurrence and three million dollars (\$3,000,000.00) in the aggregate during the term of this contract. Aggregate limit shall be designated as applying to this contract. If this insurance coverage is written on a "claims made" basis, the certificate of insurance required below shall

so indicate and the policy shall contain an extended reporting period provision or similar 'tail' provision such that claims reported up to three (3) years beyond the date of Substantial Completion of this contract are covered. The carrying of insurance required by this contract shall not be interpreted as relieving the GRANTEE of any other responsibility or liability under this contract or any applicable law, statute, rule, regulation, or order.

- i. GRANTEE must provide proof of insurance to DWS and must add DWS as an additional insured with notice of cancellation. Before signing this Contract, a non-governmental GRANTEE or Subcontractor shall obtain from its insurer(s) and shall provide to DWS certificates of insurance and "additional insured" endorsements indicating the required coverage is in effect and that the insurer shall give DWS thirty (30) days' notice of any modification, cancellation or non-renewal of the policy. On an annual basis and upon request from DWS, a non-governmental GRANTEE or Subcontractor shall provide DWS with evidence the GRANTEE or Subcontractor has the insurance coverage required by this Contract.
- iii. It shall be the responsibility of GRANTEE to require any of their Subcontractor(s) to secure the same insurance coverage as prescribed herein for the GRANTEE.
- b. *Automobile Insurance:* If the GRANTEE'S services involve transporting any clients or goods for the DWS, the GRANTEE shall maintain a policy of automobile liability insurance covering property damage, personal injury protection, and liability for the vehicles used by the GRANTEE (including owned, hired and non-owned vehicles.) The policy shall provide for a combined single limit, or the equivalent, of not less than \$1,000,000. If the GRANTEE subcontracts with another entity or individual for transportation services, or services that include transportation services, the GRANTEE may satisfy this insurance requirement by submitting proof that the Subcontractor has complied with the requirements of the "Insurance and Indemnification" section of this Contract.
- c. *Professional Liability Insurance:* If the GRANTEE employs doctors, dentists, social workers, mental health therapists or other professionals to provide services under this Contract, the GRANTEE shall maintain a policy of professional liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. This professional liability insurance ("malpractice insurance") shall cover damages caused by errors, omissions or negligence related to the professional services provided under this Contract.
- d. *Worker's Compensation and Employers' Liability Insurance:* GRANTEE shall maintain during the term of this contract, workers' compensation insurance for all its employees as well as any subcontractor employees related to this contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. GRANTEE must provide proof of insurance to DWS and must add DWS as an additional insured with notice of cancellation. GRANTEE acknowledges that within thirty (30) days of contract award, the GRANTEE and/or GRANTEE'S subcontractors must submit proof of certificate of insurance meeting the above requirements.

**THE FOLLOWING PARAGRAPHS APPLY TO GRANT AGREEMENTS FUNDED THROUGH THE WORKFORCE INVESTMENT ACT (WIA)**

- 33. **SALARY AND BONUS LIMITATIONS:** In compliance with Public Law 110-5 and 109-234, none of the funds under this contract that are available for expenditure on or after June 15, 2006, shall be used by the GRANTEE to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. See Training and Employment Guidance Letter (TEGL) number 5-06 for further clarification.
- 34. **STAND-IN COSTS:** Stand-in costs are non-Federal costs that may be substituted for disallowed contract costs when certain conditions are met. Stand-in costs must meet the following criteria: To be considered, proposed stand-in costs must have been actually incurred allowable contract costs that have not been charged to the contract, included within the scope of the GRANTEE'S audit, and accounted for in the GRANTEE'S financial system required by 29 CFR Part 97 or 95 as appropriate. To be accepted, stand-in costs must come from the same year as the costs that they are proposed to replace, and they must not cause a violation of the administrative or other cost limitations. Stand-in costs must be reported to DWS through the Cost Reimbursement form.

35. **PROGRAM INCOME:** Program income is defined in 29 CFR 97.25(b) and is the gross income received by the **GRANTEE** directly generated by a contract-supported activity, or earned only as a result of the contract during the contract period. A similar definition is found in 29 CFR Part 95.2(bb). A list of the types of income that are considered program income for purposes of WIA is included in 29 CFR 97.25(a) and 29 CFR Part 95.2(bb). Program income must be reported to the **GRANTEE** through the Cost Reimbursement report and must be expended prior to any requesting any contract funds for reimbursement.
36. **LEVERAGED FUNDS:** Leveraged funds are defined as any funds which have been expended for the same purposes and are allowable expenses under the contract funds but were paid by other Federal resources within the **GRANTEE'S** accounting records. Leveraged funds are to be reported to DWS through the Cost Reimbursement report and be tracked and quantifiable within the **GRANTEE'S** accounting records.

## **Attachment B: Scope of Work**

### **Background:**

The Department of Workforce Services (DWS) utilizes funds from State General Funds to Refugee Community Based Organizations to assist refugee communities with integration and self-sufficiency.

### **Objective:**

This grant will provide programming focused on assisting refugees with integration and self-sufficiency.

The grantee will be expected to work closely with DWS, refugee communities, and general service providers to develop refugees' capacity to navigate the community and services needed for self-sufficiency and integration.

**The grantee and funded program must comply with the following requirements. Failure to do so may result in immediate termination of grant.**

#### **1. Funding Period**

- a. November 1, 2016 to February 28, 2017- four (4) month grant period

#### **2. Program Services**

Program must provide a service from the following areas as detailed in the approved application. Services are:

- a. Community and Family Support
- b. Economic Stability
- c. Housing Education
- d. Education and Training
- e. Mental and Physical Health

#### **3. Outcomes and Evaluation**

- a. Programs must provide progress reports detailing DWS grant outcomes requirements that will be outlined in the contract.
- b. DWS will provide a data collection tool to be utilized by the grantee for regular outcome submission.
- c. Programs must provide a summary report of the program no later than one month following program completion and/or renewal.

#### **4. Grant Orientation Meeting**

- a. Grant administrator, fiscal manager and all other applicable staff shall attend an in-person, grant orientation meeting in Salt Lake City (TBA).
- b. Grantee will receive training on grant requirements and reporting.

#### **5. Monitoring**

- a. Scheduled and drop in on-site monitoring visits will be conducted by DWS to ensure program compliance.

## **6. Funding**

- a. Funding will be distributed in two allotments during each grant period.
- b. Receipts for all expenditures is required.
- c. Timesheets for any staff being paid through the grant, along with an accounting of the use of time is required.
- d. After the first payment, payments will be made upon verification of compliance with contract terms and accounting procedures.

## **7. Oversight**

- a. Grantee must ensure proper administrative and accounting procedures are followed.
- b. Subcontracting is prohibited under this grant.

## **8. Terms and Conditions**

Programs are subject to and must comply with all terms set forth in the following attachments.

- Attachment A - Grant Terms and Conditions
- Attachment B - Scope of Work
- Attachment C – Evaluation Score Sheet
- Attachment D – Non-Disclosure Agreement
- Attachment E – Background Check Policy
- Attachment F – Code of Conduct
- Attachment G – Financial Reporting



## Attachment C: Evaluation Score Sheet

Date: \_\_\_\_\_

Application #: \_\_\_\_\_

Organization: \_\_\_\_\_

Evaluator #: \_\_\_\_\_

**Score will be assigned as follows:**

**0 = Failure, No Response**

**1 = Poor, Inadequate, Fails to Meet Requirement**

**2 = Fair, Partially Responsive**

**3 = Adequate, Meets Requirement**

**Instructions:** Each application will be scored individually. Evaluate how well the applicant responded to each criteria listed below. Scores can range from a low of zero to a high of three (see box). Applications scoring below 50 will not be considered.

Evaluation Criteria	Score (Range (0-3))	Weight	Points (Multiply Score x Weight)	Total Points Possible
<b>NARRATIVE</b>				
<b>PROGRAM OVERVIEW: (9 points possible)</b>				
1. The application provides a program description including demonstrating why the program is needed.		X3		<b>9 points possible</b>
<b>PROGRAM SERVICES and DETAIL: (27 points possible)</b>				
2. The application describes how the program will positively impact the lives of participants.		X5		<b>15 points possible</b>
3. The application describes specifically what participants will learn from the program.		X4		<b>12 points possible</b>
<b>PROGRAM TIMELINE: (15 points possible)</b>				
4. The application estimates activities that will be implemented on a month to month basis. Each month has associated estimated expenses.		X5		<b>15 points possible</b>
<b>TARGET COMMUNITY: (9 points possible)</b>				
5. The application describes the population the program will serve and how the community will access the program.		X3		<b>9 points possible</b>
<b>OUTCOMES and EVALUATION: (18 points possible)</b>				
6. The application describes the program outcomes and how they will be measured.		X4		<b>12 points possible</b>
7. The application describes how community feedback is collected and utilized to improve the program and program outcomes.		X2		<b>6 points possible</b>
<b>LEADERS: (6 points possible)</b>				
The application lists contact information for the people who are responsible for running the program.		X2		<b>6 points possible</b>
<b>BUDGET</b>				
<b>BUDGET NARRATIVE AND ITEMIZATION FORM: (15 points possible)</b>				
Details include the cost breakdown for each line item, including any requested administrative costs. Include the total budget. <ul style="list-style-type: none"> <li>Example: total annual cost for an art instructor = (hourly rate) x (length of class period) x (number of classes taught).</li> <li>Costs should be reasonable and customary.</li> </ul>		X5		<b>15 points possible</b>
<b>TOTAL EVALUATION POINTS</b>		<b>Total</b>		<b>99 points possible</b>

**[FOR INTERNAL USE ONLY]**

PROGRAM SERVICE CATEGORY	
Select the service that best fits the program, based on the application provided. Only one service may be selected for each application.	<input type="checkbox"/> Community and Family Support <input type="checkbox"/> Economic Stability <input type="checkbox"/> Housing Education <input type="checkbox"/> Education and Training <input type="checkbox"/> Mental and Physical Health

**Evaluator Notes and Comments:**

## ATTACHMENT D

### NON-DISCLOSURE AGREEMENT

Each **Contractor/Grantee** employee or volunteer and each **Sub-Contractor/Grantee** employee or volunteer who has access to Customer personal information must sign this Non-Disclosure Agreement at the beginning of the grant or upon hire. A signed copy of this Agreement must be in each employee's/volunteer's file subject to inspection and review by the Department of Workforce Services (DWS).

The **Contractor/Grantee** and its employees and volunteers will comply with the following measures to protect the privacy of the information released under this agreement against unauthorized access or disclosure.

1. The information shall be used only to the extent necessary to assist in the purposes identified within this Agreement and shall not be re-disclosed for any purposes not specifically authorized in this contract.
2. The information shall be stored in a place physically secure from access by unauthorized persons.
3. Information in electronic format shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or any other means.
4. Precautions shall be taken to ensure that only authorized personnel are given access to on-line files.
5. The Contractor/Grantee has provided me instruction regarding the private nature of the information and I understand I am subject to State and Federal law penalties for unauthorized disclosure of information.

---

Signature

---

Date

---

Print Name

**ATTACHMENT E**  
**CRIMINAL BACKGROUND CHECK REQUIREMENT**  
**FOR**  
**GRANTEES & CONTRACTORS PROVIDING SERVICES TO**  
**DWS CUSTOMERS, MINORS AND/OR VULNERABLE ADULTS**

- A. All Contractors/Sub-Contractors and Grantees/Sub-Grantees (collectively referred to herein as “Contractors”) must obtain an **annual** Utah Bureau of Criminal Identification (BCI) Utah criminal background check for all of their employees and volunteers who have access to DWS customer confidential information. In addition, if the Contractor’s primary customers are minors or vulnerable adults, the Contractor must obtain an **annual** fingerprint-based national criminal history record check for all employees and volunteers who provide direct services to or have direct access to minors and/or vulnerable adults.
- B. This policy does not apply to Contractors who are required by law or by another governmental entity to obtain background checks. In such cases, the Contractor shall provide DWS with a description of the background check policy (type of check, who is required to be checked, and frequency) and proof of compliance with such law(s), regulation(s) or requirements.
- C. Definitions
- “Confidential information” includes but is not limited to: personal identifying information, medical/clinical/counseling records, financial records, case information, etc.
  - “Direct service” means providing services to a DWS customer, minor, and/or vulnerable adult when the services are rendered in the physical presence of the DWS customer, minor, and/or vulnerable adult or in a location where the person rendering services has access to the physical presence of the DWS customer, minor and/or vulnerable adult. Services include, but are not limited to: providing individual services such as counseling, mentoring, job coaching, training, job search activities, testing and/or providing mental health and medical services to DWS customers. See Utah Code Ann. 62A-5-101(6).
  - "Direct access" means that an individual has, or likely will have, contact with or access to a minor or vulnerable adult that provides the individual with an opportunity for personal communication or touch. See Utah Code Ann. 62A-2-101(8).
  - “Minor” means any person under the age of 18.
  - “Vulnerable adult” means an elder adult, or an adult 18 years of age or older who has a mental or physical impairment including mental illness, mental deficiency, physical illness or disability, chronic use of drugs, chronic intoxication, short-term memory loss, or other cause which substantially affects that person's ability to:

- provide personal protection;
- provide necessities such as food, shelter, clothing, or medical or other health care;
- obtain services necessary for health, safety, or welfare;
- carry out the activities of daily living;
- manage the adult's own resources; or
- comprehend the nature and consequences of remaining in a situation of abuse, neglect, or exploitation. See Utah Code Ann. 76-5-111(1)(s).

D. Background checks shall be obtained according the Contractor's qualifications per Utah statute:

- If the Contractor meets the requirements to request Utah criminal history information under Utah Code Annotated 53-10-102(19), 53-10-108(1)(b) and (g) and the National Child Protection Act (Public Law 105-251, 42 USC 5119a) (working with children and vulnerable adults and/or fiduciary funds, national security, or under other statutory authority) then the Contractor must be or become certified as a Qualified Entity by the Utah Bureau of Criminal Identification and obtain Utah and fingerprint-based national criminal history record checks through the BCI.
- If the Contractor does not meet the statutory requirements referenced above, then the Contractor shall require their employee/volunteer to contact the BCI and follow the BCI procedures to obtain their own Utah and national fingerprint-based national criminal history record checks.
- BCI information can be found at <http://publicsafety.utah.gov/bci/>.

E. Contractor shall be responsible for all fees associated with the background check unless otherwise assigned to the individual by the Contractor, or otherwise provided for by DWS herein.

F. Contractor must immediately notify DWS if an employee/volunteer's record shows criminal history.

G. DWS may restrict or prohibit an individual from accessing confidential information, providing direct customer service, or having direct access to a minor and/or vulnerable adult until a valid criminal background check is completed or in the event the background check indicates:

- convictions or a plea in abeyance involving such offenses as theft, illegal drug use and/or trafficking, fraud, sexual offenses, lewdness, domestic violence, assault, battery, identity theft, any felony, any class A misdemeanor, or any other conduct or action that may, in the judgment of DWS, create a risk of harm to a DWS customer, minor, and/or vulnerable adult and/or suggests the individual is at risk for compromising confidential information.

H. It is the Contractor's responsibility to prevent direct services or direct access to minors and/or vulnerable adults by employees or volunteers whose criminal history record shows any of the following offenses:

- Any matters involving an alleged sexual offense.
  - Any matters involving an alleged felony or class “A” misdemeanor drug offense.
  - Any matters involving an alleged “crime against the person” under Utah Code 76- 5-101 et seq.
- I. For each individual subject to this policy, the Contractor shall keep the annual and verifiable background check on file. Verification that background check has been performed must be made available to DWS upon request.
- J. DWS may terminate this Agreement in the event the Contractor fails to complete and maintain records of background checks for staff members in a manner consistent with this policy.

**INSERT ATTACHMENT F – CODE OF CONDUCT**

**INSERT ATTACHMENT F – CODE OF CONDUCT**



**INSERT ATTACHMENT F – CODE OF CONDUCT**

